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The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road
Schaumburg, Illinois 60173-5860

RECORDATION NO. 18441-A FILED 11/23/93

PLEASE STAMP AND RETURN TO SANTA FE

NOV 23 1993 1 13 PM

INTERSTATE COMMERCE COMMISSION

November 22, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECEIVED
OFFICE OF THE
SECRETARY
NOV 23 1 13 PM '93
LICENSING BRANCH

Re: The Atchison, Topeka and Santa Fe Railway Company
First Amendment to Interim Use Agreement (Lease) with Thrall Car
Manufacturing Company dated November 17, 1993
Law Department File No. 510192

Dear Mr. Strickland:

Enclosed herewith please find an original and one (1) counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an First Amendment to Interim Use Agreement (Lease), a secondary document, dated as of November 17, 1993. The primary document to which this document is connected is recorded under Recordation No. 18441.

The name and addresses of the parties to this document are:

Lessor:

Thrall Car Manufacturing Company
2521 State Street
Chicago Heights, Illinois 60411-0218

Lessee:

The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

Mr. Sidney L. Strickland, Jr.
November 22, 1993
Page 2

The equipment covered by the First Amendment to Interim Use Agreement consists of fifty (50) 100-ton Coil Steel Cars, bearing Road Nos. ATSF 92000-92049, inclusive.

For the convenience of the parties, I have enclosed one (1) additional counterpart of the First Amendment to Interim Use Agreement, which I would like to have returned to me bearing the recordation information. In addition, please find a pre-addressed, stamped envelope for the convenience of returning the counterparts to Santa Fe.

Enclosed please find Check No. 3838, dated November 22, 1993 for the amount of \$18.00 for payment for the Commission's prescribed recordation fee.


A short summary of the enclosed document to appear in the Commission's Index is:

Secondary Document

First Amendment to Interim Use Agreement (Lease) dated November 17, 1993, between Thrall Car Manufacturing Company (Lessor) and The Atchison, Topeka and Santa Fe Railway Company (Lessee), extending the Interim Use Agreement relating to fifty (50) 100-ton Coil Steel Cars, bearing Road Nos. ATSF 92000-92049, inclusive.

If you have any questions or comments concerning this request, please contact Craig N. Smetko at 708-995-6819.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey R. Moreland", with a stylized flourish at the end.

Jeffrey R. Moreland
Vice President-Law and
General Counsel

JRM/CNS:lm
Enclosures

cc: Michael Flannery, Esq.

Interstate Commerce Commission

Washington, D.C. 20423

11/23/93

OFFICE OF THE SECRETARY

Jeffrey R. Moreland

Vice President-Law &

General Counsel

AT&T SF. Railway Company

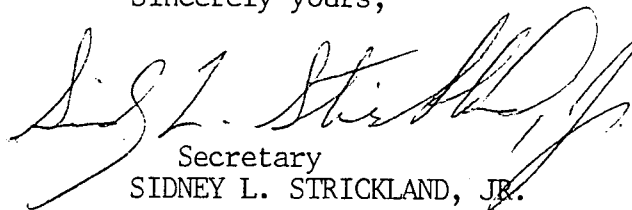
1700 East Golf Rd.

Schaumburg, Illinois 60173-5860

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/23/93 at 1:20pm, and assigned recordation number(s). 18441-A

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

214-146

**FIRST AMENDMENT TO
INTERIM USE AGREEMENT
AND
FIRST AMENDMENT TO
PURCHASE AGREEMENT**

18441-A
NOV 23 1993 - 1 30 PM
INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO INTERIM USE AGREEMENT AND FIRST AMENDMENT TO PURCHASE AGREEMENT, dated as of November 17, 1993, between THRALL CAR MANUFACTURING COMPANY, an Illinois corporation ("Thrall"), and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation ("ATSF").

W I T N E S S E T H:

WHEREAS, Thrall and ATSF have entered into an agreement dated as of September 2, 1993 (the "Purchase Agreement") calling for Thrall to manufacture and deliver to ATSF, and ATSF to accept and pay for fifty (50) 100-ton Coil Steel Cars (collectively, the "Proposed Cars"); and

WHEREAS, ATSF intends to finance the purchase of the Proposed Cars from Thrall pursuant to one or more permanent forms of financing (the "Financing"), but deliveries of certain of the Proposed Cars (the "Cars") are scheduled to begin prior to the time ATSF will have completed said Financing; and

WHEREAS, Thrall and ATSF have also entered into an Interim Use Agreement dated as of September 1, 1993 (the "Interim Use Agreement"), recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on October 20, 1993 at 2:15 pm and assigned recordation number 18441, to permit ATSF to use the Cars pending establishment of such Financing, solely as a bailee thereof, upon the terms and conditions set forth therein; and

WHEREAS, Thrall and ATSF wish to extend the term of the Interim Use Agreement and the Closing Date under the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

A. Amendment to the Interim Use Agreement.

SECTION 1. Section 1. Section 1 of the Interim Use Agreement is hereby amended to change the date "November 30, 1993" to the date and words "December 23, 1993 or such earlier date as title to the Cars is conveyed pursuant to the Purchase Agreement."

B. Amendment to the Purchase Agreement.

SECTION 1. Section 2. Section 2 of the Purchase Agreement is hereby amended to delete the first sentence thereof and insert in its place the following:

There shall be one closing on December 23, 1993, or such earlier date as Santa Fe may elect upon not less than five (5) days' prior written notice to Seller (the "Closing Date"), time being of the essence.

C. Miscellaneous.

SECTION 1. Agreements in Full Force and Effect. The Interim Use Agreement and the Purchase Agreement, as each is amended hereby, shall remain in full force and effect.

SECTION 2. Counterparts. This Amendment may be executed in any number of counterparts and by different persons on separate counterparts, and all such counterparts shall constitute originals and, together, one and the same agreement.

SECTION 3. References. Any and all notices, requests, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Purchase Agreement" or may identify the Purchase Agreement in any other respect without making specific reference to this Amendment, or may refer to the "Interim Use Agreement" or may identify the Interim Use Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT TO INTERIM USE AGREEMENT AND FIRST AMENDMENT TO PURCHASE AGREEMENT to be entered into by their authorized representatives in Schaumburg, Illinois, this 17TH day of November, 1993.

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

Attest:

By:

Title:

Vice President - Finance

[CORPORATE SEAL]

By:

Craig N. Smetko
Assistant Secretary

THRALL CAR MANUFACTURING COMPANY

Attest:

By:

Title:

Vice President Intermodal Products

[CORPORATE SEAL]

By:

Michael J. Casey

State of Illinois)
) ss:
County of Cook)

On this 17th day of November, 1993, before me personally appeared Patrick J. Ottensmeyer, to me personally known, who, being by me dully sworn, says that he is Vice President - Finance of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

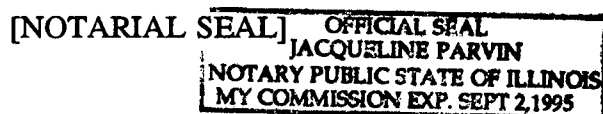


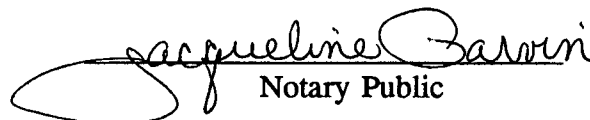

Notary Public

My Commission expires: 11/9/95

State of Illinois)
) ss: 326-48-5251
County of Cook)

On this 16th day of November, 1993, before me personally appeared George A. McNally, to me personally known, who, being by me duly sworn, says that he is Vice Pres. Intermodal of THRALL CAR MANUFACTURING COMPANY, that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Notary Public

My Commission expires: 9-2-95